HERITAGE CASH TRUST  
  
 FORM OF  
 REVISED AND RESTATED  
 DISTRIBUTION AGREEMENT  
  
 This Distribution Agreement, made this 22nd day of November, 1985, as  
revised and restated on \_\_\_\_\_\_\_\_\_ \_\_, 2001 by and between Heritage Cash Trust, a  
Massachusetts business trust (the "Trust") and Xxxxxxx Xxxxx & Associates, Inc.  
"a Florida corporation" (the "Distributor").  
  
 WHEREAS, the Trust is registered with the Securities and Exchange  
Commission as an open-end, management investment company under the Investment  
Company Act of 1940 ("1940 Act") and has registered its shares of beneficial  
interest ("Shares") for sale to the public under the Securities Act of 1933  
("1933 Act"); and  
  
 WHEREAS, the Trust offers for public sale one or more distinct series  
of Shares as listed on Exhibit A to this Agreement ("Series"); and  
  
 WHEREAS, the Trust's Board of Trustees has divided the Shares of each  
Series into one or more classes (each, a "Class"), designated Class A, Class B,  
and Class C, as listed on Exhibit A; and  
  
 WHEREAS, the Trust wishes to retain the Distributor as principal  
underwriter in connection with the offering and sale of the Classes of Shares of  
each Series listed on Exhibit A (as amended from time to time) to this Agreement  
and to furnish certain other services to the Trust as specified in this  
Agreement; and  
  
 WHEREAS, the Distributor is willing to accept such appointment to  
furnish such services on the terms and conditions hereinafter set forth; and  
  
 WHEREAS, this Agreement has been approved by a vote of the Trust's  
Board of Trustees and certain disinterested Trustees in conformity with  
Paragraph (b)(2) of Rule 12b-1 under the 1940 Act; and  
  
 NOW, THEREFORE, in consideration of the premises and mutual covenants  
herein contained, it is agreed between the parties hereto as follows:  
  
 1. APPOINTMENT OF THE DISTRIBUTOR. (a) The Trust hereby appoints the  
Distributor as principal underwriter in connection with the offering and sale of  
Shares of each Class of each Series, and the Distributor accepts the  
appointment. The Trust authorizes the Distributor, as exclusive agent for the  
Trust, for any existing Series and upon commencement of operations of any future  
Series, and subject to applicable federal and state law and the Declaration of  
Trust, Bylaws and the Prospectus and Statement of Additional Information, to:  
(a) promote the Series; (b) solicit orders for the purchase of the Shares of the  
Series subject to such terms and conditions as the Trust may specify; and (c)  
hold itself available to receive orders for the purchase of the Shares of the  
  
  
  
Series, to accept orders for the purchase of the Shares of the Series, and to  
accept such orders on behalf of the Trust as of the time of receipt of such  
orders and promptly transmit such orders as are accepted to the Trust and its  
transfer agent (collectively, "Distribution Services"). The Distributor shall  
offer the Shares of each Series on an agency or "best efforts" basis under which  
the Trust shall only issue such Shares as are actually sold. In connection with  
such sales and offers of sales, the Distributor shall give only such information  
as is permitted by applicable law, and the Trust shall not be responsible in any  
way for any other information, statements or representations given or made by  
the Distributor or its representatives or agents.  
  
 (b) The Distributor shall provide ongoing shareholder liaison services,  
including responding to shareholder inquiries, providing shareholders with  
information on their investments, and any other services now and hereafter  
deemed to be appropriate services for the payment of "service fees" under  
Conduct Rule 2830 of the National Association of Securities Dealers, Inc.  
("NASD") (collectively, "Shareholder Services").  
  
 2. TRUST OBLIGATIONS. The Trust shall keep the Distributor fully  
informed of its affairs and shall make available to the Distributor copies of  
all information, financial statements, and other papers that the Distributor  
reasonably may request for use in connection with the distribution of Shares,  
including, without limitation, certified copies of any financial statements  
prepared for the Trust by its independent public accountant and such reasonable  
number of copies of the most current Prospectus, Statement of Additional  
Information, and annual and semi-annual reports to shareholders of a Series as  
the Distributor may request, and the Trust shall cooperate fully in the efforts  
of the Distributor to sell and arrange for the sale of the Shares of a Series  
and in the performance of the Distributor under this Agreement.  
  
 3. THE DISTRIBUTOR AS AGENT. The Distributor shall act as agent of the  
Trust on behalf of the Series in connection with the sale and repurchase of  
Shares. Except with respect to such sales and repurchases, the Distributor shall  
act as principal in all matters relating to the promotion of the sale of Shares  
of the Series and shall enter into all of its own engagements, agreements and  
contracts as principal on its own account. The Distributor may enter into  
agreements with registered dealers and financial institutions it may select for  
the performance of Distribution and Shareholder Services and may enter into  
agreements with dealers and other qualified entities to perform recordkeeping  
and sub-accounting services, as well as Shareholder Services, the form of such  
agreements to be as mutually agreed upon and approved by the Trust and the  
Distributor. Each agreement shall provide that such dealer or other entity shall  
act as principal, and not as an agent, of the Trust on behalf of the Series.  
  
 4. PUBLIC OFFERING PRICE. The public offering price of each Class of  
Shares of each Series is equal to the net asset value per share of the  
outstanding Shares of a Series plus any applicable sales charges as described in  
the Trust's Registration Statement. The net asset value per share shall be  
calculated by the amortized cost method pursuant to Rule 2a-7 under the 1940 Act  
for so long as the Trust shall meet the conditions of that Rule. The Trust shall  
make available to the Distributor a statement of each computation of net asset  
value and of the details entering into such computation.  
  
 5. COMPENSATION. (a) As compensation for providing Distribution  
Services under this Agreement, the Distributor shall retain the sales charge, if  
any, on purchases of Shares as set forth in the Registration Statement. The  
  
  
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Distributor is authorized to collect the gross proceeds derived from the sale of  
the Shares, remit the net asset value thereof to the Series upon receipt of the  
proceeds and retain the sales charge, if any.  
  
 (b) The Distributor also shall receive from each Series a distribution  
fee and a service fee at the rates and under the terms and conditions of the  
Distribution Plans ("Plans") adopted by each Class of a Series, as such Plans  
are in effect from time to time, and subject to any further limitations on such  
fees as the Trust's Board of Trustees may impose. Such fees are set forth in  
Exhibit A.  
  
 (c) The Distributor may reallow any or all of the sales charge,  
distribution fee and service fee that it has received under this Agreement to  
such dealers or sub-accountants as it may from time to time determine; provided,  
however, that unless permitted under the rules of the NASD, the Distributor may  
not reallow to any dealer for Shareholder Services an amount in excess of 0.15%  
of the average annual net asset value of the shares with respect to which said  
dealer provides Shareholder Services.  
  
 (d) The Distributor may pay to dealers and other financial institutions  
through whom Classes of Shares are sold, such sales commission as the  
Distributor may specify from time to time. Payment of any such sales commissions  
shall be the sole obligation of the Distributor.  
  
 (e) No provision of this Agreement shall be deemed to prohibit any  
payments by a Class of a Series to the Distributor or by a Class of a Series or  
the Distributor to investment dealers, financial institutions and 401(k) plan  
service providers where such payments are made under a distribution plan adopted  
by the Series pursuant to Rule 12b-1 under the 1940 Act or from the  
Distributor's own resources.  
  
 6. ACCEPTING AND REJECTING ORDERS. The Distributor will accept orders  
for the purchase of Shares of a Series only to the extent of purchase orders  
actually received and not in excess of such orders, and it will not avail itself  
of any opportunity of making a profit by expediting or withholding orders. It is  
mutually understood and agreed that the Trust may reject purchase orders where,  
in the judgment of the Trust, such rejection is in the best interest of the  
Trust.  
  
 7. DUTIES AND EXPENSES OF THE TRUST. (a) The Trust agrees, at its own  
expense, to register the Shares with the Securities and Exchange Commission, and  
to prepare and file from time to time such Prospectuses, Statements of  
Additional Information amendments, reports and other documents as may be  
necessary to maintain the Registration Statement. Each series shall bear all  
expenses related to preparing and printing the such Prospectuses and other  
materials required by law and such other expenses, including printing and  
mailing expenses, related to the Series' communications with persons who are  
shareholders of that Series.  
  
 (b) Each Series agrees to execute any and all documents and to furnish  
any and all information and otherwise to take all actions which may be  
reasonably necessary in the discretion of the Trust's officers in connection  
with the qualification of Shares for sale in such states as the Distributor may  
designate to the Series and the Series may approve, and the Series agrees to pay  
all expenses which may be incurred in connection with such qualification.  
  
  
  
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 8. INDEMNIFICATION. (a) The Trust agrees to indemnify, defend and hold  
harmless the Distributor its several officers and directors, and any person who  
controls the Distributor within the meaning of Section 15 of the 1933 Act from  
and against any and all claims, demands, liabilities and expenses (including the  
cost of investigating or defending such claims, demands or liabilities and any  
counsel fees incurred in connection therewith) which the Distributor, its  
officers or directors, or any such controlling person may incur under the 1933  
Act or under common law or otherwise arising out of or based upon any alleged  
untrue statement of a material fact contained in the Registration Statement,  
Prospectus or Statement of Additional Information or arising out of or based  
upon any alleged omission to state a material fact required to be stated in  
either thereof or necessary to make the statements in either thereof not  
misleading, provided that in no event shall anything contained in this Agreement  
be construed so as to protect the Distributor against any liability to the Trust  
or its shareholders to which the Distributor would otherwise be subject by  
reason of willful misfeasance, bad faith, or gross negligence in the performance  
of its duties, or by reason of its reckless disregard of its obligations and  
duties under this Agreement, and further provided that the Trust shall not  
indemnify the Distributor for conduct as set forth in paragraph 9(b) below. The  
Distributor agrees that it shall look only to the assets of a particular Series  
or Class, as applicable, and not to any other Series or Class for satisfaction  
of any obligation created by this paragraph or otherwise arising under this  
Agreement.  
  
 (b) The Distributor agrees to indemnify, defend and hold harmless the  
Trust, its several officers and directors, and any person who controls the Trust  
within the meaning of Section 15 of the 1933 Act from and against any and all  
claims, demands, liabilities and expenses (including the cost of investigating  
or defending such claims, demands or liabilities and any counsel fees incurred  
in connection therewith) which the Trust, its officers or Trustees, or any such  
controlling person may incur under the 1933 Act or under common law or otherwise  
arising out of or based upon any alleged untrue statement of a material fact  
contained in information furnished in writing by the Distributor to the Trust  
for use in the Registration Statement, Prospectus or Statement of Additional  
Information or arising out of or based upon any alleged omission to state a  
material fact in connection with such information required to be stated in the  
Registration Statement, Prospectus or Statement of Additional Information or  
necessary to make such information not misleading.  
  
 9. WITHDRAWAL OF OFFERING. The Trust reserves the right at any time to  
withdraw all offerings of the Shares by written notice to the Distributor at its  
principal office.  
  
 10. CERTIFICATES. The Trust is not required to issue certificates  
representing Shares. If the Trust elects to issue certificates and a shareholder  
request for certificates is transmitted through the Distributor, the Trust will  
cause certificates evidencing the Shares owned to be issued in such names and  
denomination as the Distributor shall from time to time direct, provided that no  
certificates shall be issued for fractional Shares.  
  
 11. REPURCHASE OF SHARES. The Distributor at its sole discretion may,  
directly or though dealers, repurchase Shares offered for sale by the  
shareholders. Repurchase of Shares of any Series by the Distributor shall be at  
the net asset value of the applicable series next determined after a repurchase  
order has been received. The Distributor will receive no commission or other  
remuneration for repurchasing Shares other than the fee set forth in paragraph 3  
  
  
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hereof. On each business day, the Distributor shall notify, by telex or in  
writing the Trust and State Street Bank and Trust Company, the Trust's transfer  
agent, of the orders for repurchase of shares received by the Distributor since  
the last such report, the amount to be paid for such Shares, and the identity of  
the shareholders offering Shares for repurchase. Upon such notice, the Trust  
shall pay the Distributor such amounts as are required by the Distributor for  
the repurchase of such Shares in cash or in the form of a credit against moneys  
due the Trust from the Distributor as proceeds from the sale of Shares. The  
Trust reserves the right to suspend such repurchases upon written notice to the  
Distributor. The Distributor further agrees to act as agent for the Trust to  
receive and transmit promptly to the Trust's transfer agent shareholder and  
dealer requests for redemption of Shares.  
  
 12. INDEPENDENT CONTRACTOR STATUS. The Distributor is an independent  
contractor and shall be an agent for the Trust only with respect to the sale and  
repurchase of the Shares.  
  
 13. NON-EXCLUSIVE SERVICES. The services of the Distributor to the  
Trust under this Agreement are not to be deemed exclusive, and the Distributor  
shall be free to render similar services or other services to others so long as  
its services hereunder are not impaired thereby.  
  
 14. REPORTS TO THE BOARD. The Distributor shall prepare reports for the  
Trust's Board of Trustees of the Trust upon request showing such information  
concerning expenditures related to this Agreement.  
  
 15. PRIVACY POLICY. The Distributor acknowledges and agrees that any  
non-public personal information relating to customers of the Trust may be  
provided to the Distributor solely for the purpose of enabling it to perform  
services pursuant to this Agreement and may not be re-used by the Distributor  
for any other purpose. The Trust has provided the Distributor with a copy of the  
Trust's privacy policy under Regulation S-P, 17 C.F.R. Part 240, and will  
provide copies of annual and other notices under, or amendments to its privacy  
policy. The Distributor agrees that non-public personal information will not be  
released to any third parties except as permitted by both Regulation S-P and  
policies of the Trust. The Distributor represents and warrants to the Trust that  
it has adopted and implemented procedures to safeguard non-public personal  
information relating to customer records and information, and that such  
procedures are reasonably designed to: (i) insure the security and  
confidentiality of customer records and information; (ii) protect against any  
anticipated threats or hazards to the security or integrity of customer records  
and information; and (iii) protect against unauthorized access to or use of  
customer records or information.  
  
 16. DEFINITIONS. As used in this Agreement, the term(s):  
  
 (a) "assignment", "interested person", and "majority of the outstanding  
voting securities" shall have the meaning given to them by Section 2(a) of the  
1940 Act, subject to such exemptions as may be granted by the Securities and  
Exchange Commission by any rule, regulation or order.  
  
 (b) "net assets" shall have the meaning ascribed to it in the Trust's  
Declaration of Trust.  
  
  
  
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 (c) "Prospectus" and "Statement of Additional Information" shall mean  
the current form of Prospectus and Statement of Additional Information filed by  
the Trust as part of the Registration Statement.  
  
 (d) "Registration Statement" shall mean the registration statement most  
recently filed by the Trust with the Securities and Exchange Commission and  
effective under the 1940 Act and 1933 Act, as such Registration Statement is  
amended by any amendments thereto at the time in effect.  
  
 17. EFFECTIVE DATE AND RENEWAL OF AGREEMENT. This Agreement will become  
effective with respect to the Trust on the date written above and, unless sooner  
terminated as provided herein, will continue in effect for one year from the  
date of its execution and from year to year thereafter, provided that such  
continuance is specifically approved at least annually (a) by the Trust's Board  
of Trustees or (b) by a vote of a majority of the outstanding voting securities  
of the Trust, provided that in either event the continuance also is approved by  
a majority of the Trust's Trustees who are not interested persons of the Trust  
and who have no direct or indirect financial interest in the operation of the  
Trust's Distribution Plans pursuant to Rule 12b-1 under the 1940 Act in this  
Agreement or in any agreement related to the Trust's Distribution Plans  
("Independent Trustees"), by vote cast in person at a meeting called for the  
purpose of voting on such approval.  
  
 18. ASSIGNMENT AND TERMINATION OF AGREEMENT. This Agreement shall  
automatically terminate in the event of its assignment and may be terminated at  
any time without the payment of any penalty by the Trust or by the Distributor  
on 60 days' written notice to the other party. The Trust may effect such  
termination by a vote of (i) a majority of the Trust's Board of Trustees, (ii) a  
majority of the Independent Trustees, or (iii) a majority of the outstanding  
voting securities of the Trust.  
  
 19. AMENDMENTS. This Agreement may be amended in writing by the parties  
only if the terms of the amendment are either (a) approved by the Trust's Board  
of Trustees or, (b) with respect to any given Series, by a vote of a majority of  
the outstanding voting securities of that Series at a duly called meeting of the  
shareholders. In either case, the majority of the Independent Trustees must  
approve the amendment.  
  
 20. GOVERNING LAW. This Agreement shall be construed in accordance with  
the laws of the State of Florida, without giving effect to the conflicts of laws  
principles thereof, and in accordance with the 1940 Act, provided, however, that  
to the extent that the applicable laws of the State of Florida conflict with the  
applicable provisions of the 1940 Act, the latter shall control.  
  
 21. MASSACHUSETTS BUSINESS TRUST. Notice is hereby given that the  
Distributor shall have no right to seek to proceed against or enforce this  
Agreement against the individual shareholders of any Class or against the  
Trustees or officers of any Class. Rather, the Distributor can seek to enforce  
this Agreement only against the applicable Class itself.  
  
 22. MISCELLANEOUS. The captions in this Agreement are included for  
convenience of reference only and in no way define or delimit any of the  
provisions hereof or otherwise affect their construction or effect. If any  
  
  
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provision of this Agreement shall be held or made invalid by a court decision,  
statute, rule or otherwise, the remainder of this Agreement shall not be  
affected thereby. This Agreement shall be binding upon and shall inure to the  
benefit of the parties hereto and their respective successors.  
  
 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed by their officers thereunto duly authorized.  
  
 Dated: November 22, 1985, as revised and restated on \_\_\_\_\_\_\_\_\_\_\_\_ \_\_,  
2001.  
  
 Attest: HERITAGE CASH TRUST  
  
 By: By:  
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 Attest: XXXXXXX XXXXX & ASSOCIATES, INC.  
  
 By: By:  
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 EXHIBIT A  
  
 HERITAGE CASH TRUST  
  
 The Heritage Cash Trust consists of the Series and Classes set  
forth below. Those Classes pay the Distributor, pursuant to Paragraph 5 of this  
Agreement, the following service and/or distribution fees pursuant to the Plans:  
  
  
 Percentage of Daily  
 Series/classes Net Assets  
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 Money Market Fund:  
 Class A .15%  
 Class B .15%  
 Class C .15%  
  
 Municipal Money Market Fund:  
 Class A. .15%  
  
  
  
  
  
  
  
  
  
  
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